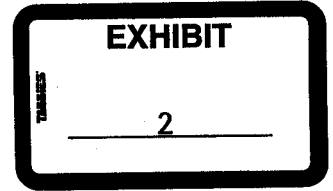


IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

Comment:



VERIZON FLORIDA INC.,	:	
	:	Case No. C2 02 923
Plaintiff,	:	
	:	U. S. District Judge Marbley
v.	:	
	:	U. S. Magistrate Judge Abel
IST NATIONAL CASH REFUND, INC., et al.,	:	
	:	
Defendants.	:	

**AFFIDAVIT OF ROBERT LYND**

STATE OF MARYLAND    )  
                                  ) ss:  
COUNTY OF BALTIMORE )

Robert Lynd, being first duly sworn and cautioned, and based upon his own personal knowledge, deposes and states as follows:

**BACKGROUND**

1.     Until September 1, 2003, I was employed as Assistant General Counsel with Verizon Maryland Inc. and Verizon Washington, D.C. Inc.
2.     In that position, I was responsible for providing advice and representation to Verizon Maryland Inc. and Verizon Washington, D.C. Inc. on all legal matters affecting those companies. Additionally, I had occasion to learn and understand the corporate structure and relationship of Verizon Maryland Inc., its parent company, and its parent company's other subsidiaries.
3.     Verizon Maryland Inc. and Verizon Washington, D.C. Inc. are wholly owned subsidiaries of Verizon Communications Inc. Verizon Florida Inc., like Verizon Maryland Inc. and Verizon Washington, D.C. Inc., is a subsidiary of Verizon Communications Inc.

**THE EARLIER TRANSACTION, IN 2001**

4. During October of 2001, I was advised by Al Burman of Verizon Maryland Inc.'s accounting organization that Margie Phipps of the company's customer relations group had received an inquiry by telephone from John Neal, who advised her that he represented 1st National Cash Refund, Inc. ("1st National"), and that 1st National wished to be hired by Verizon Maryland Inc. to recover an asset owned by Verizon Maryland Inc.

5. Attached hereto as Exhibit A is a true and accurate copy of Mr. Neal's correspondence to Ms. Phipps, which was forwarded to me.

6. Attached hereto as Exhibit B is a true and accurate copy of my correspondence (including enclosures) to Mr. Neal, transmitting the contract and power of attorney in that 2001 transaction.

7. Attached hereto as Exhibit C is correspondence which I received from Mr. Neal on December 12, 2001, as well as the enclosures to that letter, which together detail and document 1st National's efforts to recover the asset which was the subject of the agreement, and why those efforts were unsuccessful.

8. From the inception of that 2001 transaction, and from Exhibit C, I understood, at all times, that the assets which 1st National sought to recover were assets of Verizon Maryland Inc.

**THE TRANSACTION AT ISSUE IN THIS LAWSUIT, IN 2002**

9. Within a few days following March 11, 2002, I received a letter from Mr. Neal, a copy of which is attached as Exhibit D, together with a proposed agreement and power of attorney.

10. I marked up and signed the contract (the "Agreement") and the power of attorney (the "Power of Attorney") (true and accurate copies of which are attached as Exhibits E and F), and returned them to Mr. Neal.

11. I had no other role in drafting the Agreement or the Power of Attorney. The \$1.00 referenced in the Agreement as consideration in fact was never exchanged.

12. When I received Mr. Neal's March 11, 2002 letter and enclosures on March 12, 2002, and at all times until my receipt, some time shortly after April 25, 2002, of a letter from Mr. Neal, a true and accurate copy of which letter, including the enclosures thereto, is attached as Exhibit G, I understood the subject of Mr. Neal's March 11, 2002 letter and enclosures (Exhibits D, E, and F) to be an asset of Verizon Maryland Inc.

13. In both the 2001 and 2002 transactions, all of my dealings in these matters took place through Mr. Neal. I never spoke or corresponded with anyone at 1st National in connection with either transaction.

14. Until my receipt of Exhibit G, the only information which Mr. Neal ever provided to me regarding the asset which he and 1st National proposed to "recover" was that information contained in Exhibits D, E, and F. Neither Mr. Neal nor 1st National ever provided me with any information regarding the nature or source or obligor of the funds, or anything else about the funds. I was never copied on any of Mr. Neal's correspondence with the State of Florida regarding the funds.

15. Until I received from Mr. Neal a check, drawn on his lawyer's trust account, payable to "Verizon", for \$956,065.73, together with supporting paperwork (*i.e.*, Exhibit G), I had no knowledge that the \$1,062,295.20 referenced in Exhibits D, E, and F which 1st National proposed to "recover" was not an asset of Verizon Maryland Inc., but of Verizon Florida Inc.

16. I had at all times assumed and understood that the \$1,062,295.20 asset referred to in Mr. Neal's March 11, 2002 letter was an asset of Verizon Maryland Inc.

17. At the time that I signed the Agreement and Power of Attorney (Exhibits E and F), I had no authority to contract on behalf of Verizon Florida Inc., and I did not represent Verizon Florida Inc.

18. Throughout my eleven-year tenure at Verizon Maryland Inc., I never had authority to contract on behalf of Verizon Florida Inc., or any subsidiary of Verizon Communications, Inc. other than Verizon Maryland Inc. and Verizon Washington, D.C. Inc.; and during that time I never represented Verizon Florida Inc., or any subsidiary of Verizon Communications, Inc. other than Verizon Maryland Inc. and Verizon Washington, D.C. Inc. During that time, I only ever had authority to contract on behalf of Verizon Maryland Inc. and Verizon Washington, D.C. Inc., and only ever represented Verizon Maryland Inc. and Verizon Washington, D.C. Inc.

19. Had I known that the \$1,062,295.20 asset which is the subject of the Agreement and Power of Attorney was not an asset of Verizon Maryland Inc., I never would have signed the Agreement and Power of Attorney. When I signed the Agreement and Power of Attorney, I understood that I was doing so on behalf of Verizon Maryland Inc. I only signed the Agreement and Power of Attorney because I understood the asset in question to be an asset of Verizon Maryland Inc., as the asset which was the subject of the 2001 transaction had been.

20. Upon my receipt of Exhibit G, at which point I learned that the \$1,062,295.20 referenced in Exhibits D, E, and F was not an asset of Verizon Maryland Inc., but of Verizon Florida Inc., I asked George Williamson of Verizon Maryland Inc.'s regulatory and finance group to forward Exhibit G to officials of Verizon Florida Inc.

21. Upon his receipt of Exhibit G, Bob Gambrell of Verizon Florida Inc. advised me that Verizon Florida Inc. (a) had at all times been aware of the \$1,062,295.20 obligation; (b) had retained physical possession of the two Florida warrants totaling that amount since their receipt by Verizon Florida Inc. on or about November 26, 2001; (c) was engaged in a dispute with the Florida Department of Transportation over the amount of the original warrants; and (d) had consciously refrained from cashing such warrants for fear that doing so could or would be construed as a waiver of Verizon Florida Inc.'s claimed entitlement to additional funds.

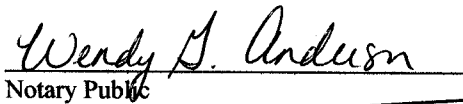
22. On May 6, 2002, I wrote to Mr. Neal, advising of these circumstances, enclosing evidence of the dispute between Verizon Florida Inc. and the Florida Department of Transportation, and advised Mr. Neal that we were invoking Section 7 of the Agreement. A true and accurate copy of my May 6, 2002 letter to Mr. Neal, including the enclosures thereto, is attached as Exhibit H.

23. I never heard again from Mr. Neal or from anyone at 1st National.

FURTHER AFFIANT SAYETH NAUGHT.

  
Robert Lynd

Sworn to before me and subscribed in my presence this 12 day of December, 2003.

  
Notary Public

394865.3

**WENDY G. ANDERSON**  
Notary Public, State of Maryland  
Baltimore County  
My Commission Expires: Sept. 1, 2005

PLAINTIFF'S  
EXHIBIT

A

*John G. Neal*  
*Attorney at Law*  
*3966 G Brown Park Drive*  
*Hilliard, Ohio 43026*  
*(614) 921-9535*  
*\* fax (614) 921-0061*  
*October 17, 2001*

Ms. Margie Phipps  
Verizon  
1 East Pratt, 7E  
Baltimore, Maryland 21202

Re: First National Cash Refund, Inc., \$20,303.42

Dear Ms. Phipps:

Reference is made to our telephone conversation on October 17<sup>th</sup>.

It is my understanding that someone from Verizon will contact me next week to discuss the assets located by my client in the name of Verizon.

Very truly yours,

*John G. Neal*  
Attorney at Law

Cc client

DEPOSITION  
EXHIBIT

4-Woodford

11-7-03

PLAINTIFF'S  
EXHIBIT

B

Robert D. Lynd  
Assistant General Counsel

**verizon**

1 East Pratt Street, Floor 8E  
Baltimore, MD 21202

Phone 410 393-7477  
Fax 410 393-7547  
robert.d.lynd@verizon.com

November 19, 2001

John G. Neal, Esquire  
3966 G Brown Park Drive  
Hilliard, Ohio 43026

Re: Fund Recovery

Dear Mr. Neal:

Per our conversation, enclosed are the executed Limited Power of Attorney and Client Contract.

Sincerely,

  
Robert D. Lynd

RDL/ead

Enclosures

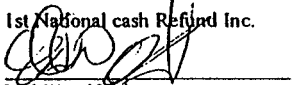
**1st National Cash Refund Inc.****A PROFESSIONAL ASSET RECOVERY ORGANIZATION****CLIENT CONTRACT**

This Client Contract is entered into between 1st National Cash Refund Inc. ("F.N.C.R.I.") and Verizon ("Client"). WHEREAS, 1st National Cash Refund Inc. has determined that certain funds in the amount of \$20,403.42 ("Funds") may be due and payable to Verizon WHEREAS, Client desires to have F.N.C.R.I. attempt to obtain the funds on behalf of Client. NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. F.N.C.R.I. shall use its best efforts to attempt to obtain the funds on behalf of Client.
2. Client agrees to pay F.N.C.R.I. 33.33% of any funds recovered by F.N.C.R.I. on behalf of Client.
3. F.N.C.R.I. shall pay all expenses necessary to attempt to obtain the Funds. Client shall not advance any money to F.N.C.R.I.'s efforts to obtain the Funds.
4. F.N.C.R.I. is authorized to retain an attorney at no cost to Client in connection with F.N.C.R.I.'s efforts to obtain the Funds. No attorney's fees shall be deducted from the Client's portion of the Funds.
5. ~~Client agrees that after this contract has been signed, neither client nor any agents of the client shall attempt to obtain the Funds, and/or interfere with F.N.C.R.I.'s efforts to collect the Funds. If Client, or any agent of the Client does so, Client must pay F.N.C.R.I. three times the above stated fee within fifteen (15) days.~~
6. If the Funds are not collectable, F.N.C.R.I. shall receive no compensation under this Contract and this Contract shall be null and void.
7. If the Client is in the process of recovering said Funds, and can show adequate proof, this Contract shall be null and void. If no proof is shown, the Client shall be responsible for the agreed fee.
8. Client acknowledges that Funds may be subject to a holding period.
9. F.N.C.R.I. is authorized to act as agent for the Client for purposes of processing and collection of the Funds, which may be due and payable to the Client.
10. Client indemnifies F.N.C.R.I. of any portion of this claim not retained by F.N.C.R.I. agreed fee.
11. The laws of the State govern this Contract.
12. Client shall be responsible for all Federal, State and City income taxes.
13. Upon request client shall provide all relevant receipts, canceled checks or other documentation required to demonstrate claim.
14. Client to receive funds within 48 hours after funds have cleared Attorney John G. Neal's trust account.

**ACCEPTED AND AGREED TO:**

1st National Cash Refund Inc.

  
 Carl Woodford,  
 President

**CLIENT**

Sign:  11/19/01  
 Date

Sign: \_\_\_\_\_  
 Date

Print Name ROBERT D. LYND

Print Address 1 E PRATT ST BALTIMORE

Phone (410) 393-7477 MD 21202

1620 E Broad St Suite 1708  
 Columbus, Oh 43203  
 614-258-0384 Office  
 800-484-8222 PIN # 9017 Toll Free  
 614-207-9696 Mobile  
 614-258-3908 Fax



***1st National Cash Refund Inc.***

A PROFESSIONAL ASSET RECOVERY ORGANIZATION

**LIMITED POWER OF ATTORNEY**

By this letter, Verizon does hereby appoint Attorney John G. Neal, 336 S High St. Columbus, Ohio 43215 614-921-9535, as its agent and true and lawful attorney in fact for the purpose of acting for Verizon use and benefit, and they are empowered to act in the name and place of, Verizon to collect and disburse assets or property due Verizon which is limited to; as to this date an asset, in the approximate amount of \$20,403.42. This strictly limited power of attorney shall not be used for any other purpose, is irrevocable, cannot be superseded by future contracts or assignments, and shall automatically terminate upon your recovery of the asset referenced herein. Attorney John G. Neal hereby indemnifies itself from any and all claims, which may be asserted because of such disbursement.

STATE OF MARYLAND

SIGN HERE

PRINT NAME

ADDRESS

CITY, STATE & ZIP

Robert D. Lynd

ROBERT D. LYND

1 E. PRATT ST. B EAST

BALTIMORE MD 21202

ON THIS 19<sup>th</sup> DAY OF November, 2001 BEFORE ME Elizabeth A. Dawson,  
THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Robert D. Lynd  
(NAME OF CLIENT) AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE  
THE PERSON WHOSE NAME IS SUBSCRIBED TO THE SAME IN HIS/HER AUTHORIZED CAPAC-  
ITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY  
UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESSED MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC (SEAL)

Elizabeth A. Dawson  
NOTARY

COMMISSION EXPIRES:

6/1/02

1620 E Broad St Suite 1708  
Columbus, Ohio 43203  
800-484-8222 PIN #9017 (Office) Toll Free  
614-207-9696 Phone

*file*

*John G. Neal*

DEC 12 2001

*Attorney at Law*

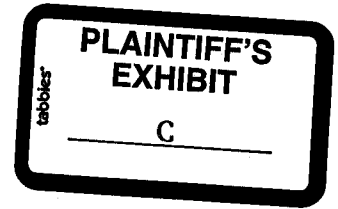
*3966 G Brown Park Drive*

*Hilliard, Ohio 43026*

*(614) 921-9535*

*fax (614) 921-0061*

*December 10, 2001*



Mr. Robert D. Lynd  
Verizon  
One East Pratt Street East  
80<sup>th</sup> Floor  
Baltimore MD 21202

Re: Fund recovery

Dear Mr. Lynd:

Reference is made to your letter dated November 19, 2001.

You will please find enclosed a copy of the letter I forwarded to accounts payable for the Fredrick County Commissioner's Office in Fredrick Maryland. As well as copies of the vouchers which were provided to us as unclaimed.

Unfortunately, Ms. Brandy McDermott informs me that upon further review that the vouchers were paid at another time. If you have any questions, please contact Ms. Brandy McDermott at telephone number (301) 694-1124.

I am closing out my file at this time.

Very truly yours,

*John G. Neal*  
Attorney at Law

Cc client

*John G. Neal*

*Attorney at Law*

*3966 G Brown Park Drive*

*Hilliard, Ohio 43026*

*(614) 921-9535*

*fax (614) 921-0061*

*November 26, 2001*

Ms. Brandy McDermott  
Accounts Payable  
Accounting  
Frederick County Commissioner  
12 E. Church Street  
Frederick, Maryland 21701

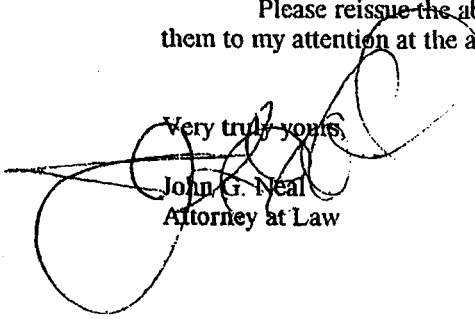
Re: Verizon, check # 040418 (date 3-2-01)  
And # 039986 (date 3-9-01)

Dear Ms. McDermott:

You will find enclosed a power of attorney for Verizon for your files. Copies of two uncashed checks are also enclosed.

Please reissue the above checks in the name of Verizon for \$9,919.99 and \$10,483.43 and send them to my attention at the address above.

Very truly yours,

  
John G. Neal  
Attorney at Law

Oct 15 01 12:55a

Accounting dept

3016312302

p. 3

FREDERICK COUNTY COMMISSIONERS  
ACCOUNTING  
FREDERICK, MD 21701

BANK OF AMERICA  
MID-ATLANTIC GOVERNMENT BANKING  
BALTIMORE, MD 21201

039986

Date 02.Mar.2001

Pay Amount \$9,919.99\*\*\*

Pay \*\*\*\*NINE THOUSAND NINE HUNDRED NINETEEN AND 99/100 US DOLLAR\*\*\*\*

To The  
Order Of VERIZON  
PO BOX 646  
BALTIMORE, MD 21265-0646

Void

Authorized Signature

s2126506468s

\* NON-NEGOTIABLE \*

Check Date: 02.Mar.2001

Check No. 039986

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
301-662-2574	16.Feb.2001	00001827	47.61	0.00	47.61
301-663-8126	02.Feb.2001	00001279	267.60	0.00	267.60
301-694-0694	10.Jan.2001	00000003	56.16	0.00	56.16
301-694-0839	10.Jan.2001	00000005	56.16	0.00	56.16
301-694-0839	10.Feb.2001	00001575	56.16	0.00	56.16
301-694-7609	10.Feb.2001	00001277	334.37	0.00	334.37
301-694-9000	10.Feb.2001	00001568	8,349.01	0.00	8,349.01
301-694-9000	10.Feb.2001	00001569	185.48	0.00	185.48
301-698-2708	05.Feb.2001	00001280	567.44	0.00	567.44

File Copy

VOID

Vendor Number	Name	Total Discounts			
0000007957	VERIZON	\$0.00			
Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount	
039986	02.Mar.2001	\$9,919.99	\$0.00	\$9,919.99	

Dec 06 01 12:31a

Accounting dept

3' 5312302

p.2

11/27/2001 10:43 AM

FREDERICK COUNTY COMMISSIONERS  
ACCOUNTING  
FREDERICK, MD 21701

BANK OF AMERICA  
MID-ATLANTIC GOVERNMENT BANKING  
BALTIMORE, MD 21202

040892

Date 16.Mar.2001

Pay Amount \$10,756.83\*\*\*

Pay

\*\*\*\*TEN THOUSAND SEVEN HUNDRED FIFTY-SIX AND 83 / 100 US DOLLAR\*\*\*\*

000001 \$104 002  
300002032 MD

To The VERIZON  
Order Of PO BOX 646  
BALTIMORE, MD 21265-0646

*David P. Gray*  
*Ten...*  
Authorized Signature

⑈040892⑈ ⑆053107989⑆ 0480111629⑈

⑈0001075683⑈

CDVolid	CIMSKey	Account	Serial	NAmount
20010403015401	4801116240892			\$10756.83

Bank	ID	Sequence	Location	Paid Date
0		66008047	CD	03/23/2001

Oct 15 01 12:41a

Accounting dept

30183 2302

p.2

FREDERICK COUNTY COMMISSIONERS  
ACCOUNTING  
FREDERICK, MD 21701

BANK OF AMERICA  
MID-ATLANTIC GOVERNMENT BANKING  
BALTIMORE, MD 21202

040418

Date 09.Mar.2001

Pay Amount \$10,483.43\*\*\*

Pay

\*\*\*\*TEN THOUSAND FOUR HUNDRED EIGHTY-THREE AND 43/100 US DOLLAR\*\*\*\*

To The  
Order Of

VERIZON  
PO BOX 646  
BALTIMORE, MD 21265-0646

Void

VOID  
Authorized Signature

821266064688

\* NON-NEGOTIABLE \*

Check Date: 09.Mar.2001

Check No. 040418

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
301-241-3231	13.Feb.2001	00003177	300.96	0.00	300.96
301-662-6333	16.Feb.2001	00002325	379.86	0.00	379.86
301-662-6548	16.Feb.2001	00002323	44.29	0.00	44.29
301-662-9650	16.Feb.2001	00002322	57.02	0.00	57.02
301-694-0694	10.Jan.2001	00000003	56.16	0.00	56.16
301-694-0839	10.Jan.2001	00000005	56.16	0.00	56.16
301-694-0839	10.Feb.2001	00001575	56.16	0.00	56.16
301-694-7609	10.Feb.2001	00001277	334.37	0.00	334.37
301-694-9000	10.Feb.2001	00001568	8,349.01	0.00	8,349.01
301-694-9000	10.Feb.2001	00001569	185.48	0.00	185.48
301-695-9871	13.Feb.2001	0002421	56.16	0.00	56.16
301-698-2708	05.Feb.2001	0001280	567.44	0.00	567.44
301-898-0054	24.Feb.2001	0001265	40.36	0.00	40.36

File Copy

Voucher # 00003265 was issued  
to the wrong Verizon  
BmcDermott

Vendor Number	Name		Total Discounts	
0000007957	VERIZON		50.00	
Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount
040418	09.Mar.2001	\$10,483.43	\$0.00	\$10,483.43

FREDERICK COUNTY COMMISSIONERS  
ACCOUNTING  
FREDERICK, MD 21701

BANK OF AMERICA  
MID-ATLANTIC GOVERNMENT BANKING  
BALTIMORE, MD 21202

040892

Date 16.Mar.2001

Pay Amount \$10,756.83\*\*\*

Pay \*\*\*\*TEN THOUSAND SEVEN HUNDRED FIFTY-SIX AND 83/100 US DOLLAR\*\*\*\*

To The  
Order Of VERIZON  
PO BOX 646  
BALTIMORE, MD 21265-0646

Authorized Signature

s2126506468s

\* NON-NEGOTIABLE \*

Check Date: 16.Mar.2001

Check No. 040892

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
301-241-3231	13.Feb.2001	00003177	300.96	0.00	300.96
301-662-6333	16.Feb.2001	00002325	379.86	0.00	379.86
301-662-6548	16.Feb.2001	00002323	44.29	0.00	44.29
301-662-9650	16.Feb.2001	00002322	57.02	0.00	57.02
301-663-8126	02.Feb.2001	00001279	257.60	0.00	257.60
301-694-0694	10.Jan.2001	00000003	56.16	0.00	56.16
301-694-0839	10.Jan.2001	00000005	56.16	0.00	56.16
301-694-0839	10.Feb.2001	00001575	56.16	0.00	56.16
301-694-7609	10.Feb.2001	00001277	334.37	0.00	334.37
301-694-9000	10.Feb.2001	00001568	8,349.01	0.00	8,349.01
301-694-9000	10.Feb.2001	00001569	185.48	0.00	185.48
301-695-9871	19.Feb.2001	00002421	56.16	0.00	56.16
301-698-2708	05.Feb.2001	00001280	567.44	0.00	567.44
301-898-8056	26.Feb.2001	00003770	56.16	0.00	56.16

Ken,  
11/26/01

Please check to see  
if this check has been  
cashed.

BMcDemott

Vendor Number	Name		Total Discounts	
0000007957	VERIZON		\$0.00	
Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount
040892	16.Mar.2001	\$10,756.83	\$0.00	\$10,756.83

PLAINTIFF'S  
EXHIBIT

D

*John G. Neal*  
*Attorney at Law*  
*3966 G Brown Park Drive*  
*Hilliard, Ohio 43026*  
*(614) 921-9535*  
*fax (614) 921-0061*  
*March 11, 2002*

Mr. Robert D. Lynd  
Asst. General Counsel  
Verizon  
1 East Pratt Street East, Floor 8E  
Baltimore, Maryland 21202

Re: Fund recovery

Dear Mr. Lynd:

Apparently, my client is still working hard. This time he has located \$1,062,295.20, and will reduce his fee to 15% from 30% because of the amount involved.

Again, you will find enclosed the relevant documents.

Please advise.

Very truly yours,

*John G. Neal*  
John G. Neal  
Attorney at Law

Cc: Client

DEPOSITION  
EXHIBIT

3-Woodford  
11-7-03

PENGAD 800-631-6989



**1st National Cash Refund Inc.**

A PROFESSIONAL ASSET RECOVERY ORGANIZATION

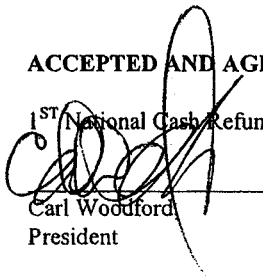
## CLIENT CONTRACT

This Client Contract is entered into between 1st National Cash Refund Inc. ("F.N.C.R.I.") and Verizon ("Client"). WHEREAS, 1st National Cash Refund Inc. has determined that certain funds in the amount of \$1,062,295.20 ("Funds") may be due and payable to Client. WHEREAS, Client desires to have F.N.C.R.I. attempt to obtain the funds on behalf of Client. NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 109% *RAZ*
1. F.N.C.R.I. shall use its best efforts to attempt to obtain the funds on behalf of Client.
  2. Client agrees to pay F.N.C.R.I. 15% of any funds recovered by F.N.C.R.I. on behalf of Client.
  3. F.N.C.R.I. shall pay all expenses necessary to attempt to obtain the Funds. Client shall not advance any money to F.N.C.R.I.'s efforts to obtain the Funds.
  4. F.N.C.R.I. is authorized to retain an attorney at no cost to Client in connection with F.N.C.R.I.'s efforts to obtain the Funds. No attorney's fees shall be deducted from the Client's portion of the Funds. All such attorney fees shall be at F.N.C.R.I.'s expense.
  5. ~~Client agrees that after this contract has been signed, neither client nor any agents of the client shall attempt to obtain the Funds, and/or interfere with F.N.C.R.I.'s efforts to collect the Funds for a period of three (3) months only.~~ *RAZ*
  6. If the Funds are not collectable, F.N.C.R.I. shall receive no compensation under this Contract and this Contract shall be null and void.
  7. If the Client is in the process of recovering said Funds, and can show adequate proof, this Contract shall be null and void. If no proof is shown, the Client shall be responsible for the agreed fee.
  8. Client acknowledges that Funds may be subject to a holding period of seven (7) days.
  9. F.N.C.R.I. is authorized to act as agent for the Client for purposes of processing and collection of the Funds, which may be due and payable to the Client
  10. Client indemnifies F.N.C.R.I. for the fees due hereunder. The laws of the State of Ohio govern this Contract.
  12. Client shall be responsible for all Federal, State and City income taxes on client's share of claim.
  13. Upon request client shall provide all relevant receipts, canceled checks or other documentation required to substantiate client's interest in claim.
  14. F.N.C.R.I. shall cause client to receive funds within 48 hours after funds have cleared Attorney John G. Neal's trust account.

## ACCEPTED AND AGREED TO:

1st National Cash Refund Inc.

  
 Carl Woodford  
 President

## CLIENT

Sign: Robert D. LyndDate: 4/3/02

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Robert D. LyndPrint Address: 1 E. Pratt Street, SE, Baltimore, MD 21202Phone: (410) 393-7477

First National Cash Refund, Inc.  
 1620 E. Broad Street  
 Columbus, Ohio 43203  
 Office: (614) 258-0384  
 Toll-free: (800) 484-8222, PIN #9017  
 Mobile: (614) 207-9696  
 Fax: (614) 258-3908  
 findcash@aol.com

PENGAD 800-631-6989

DEPOSITION  
EXHIBIT

5-Woodford

11-7-03

PLAINTIFF'S  
EXHIBIT

F

**1st National Cash Refund Inc.**

A PROFESSIONAL ASSET RECOVERY ORGANIZATION

**LIMITED POWER OF ATTORNEY**

By this letter Verizon does hereby appoint Attorney John G. Neal, 3966 G Brown Park Drive, Hilliard, Ohio 43026, (614) 921-9535, as their agent and true and lawful attorney in fact for the purpose of acting for use and benefit, they are empowered to act in the name and place of Verizon to collect and disburse assets or property of Verizon which is limited to, as of this date, an asset in the approximate amount of \$1,062,295.20. This strictly limited power of attorney shall not be used for any other purpose, is irrevocable, cannot be superseded by future contracts or assignments, and shall automatically terminate upon your recovery of the asset referenced herein. Attorney John G. Neal hereby indemnifies himself from any and all claims that may be asserted because of such disbursement.

State of Maryland  
 Sign here: Robert D. Lynd  
 Print name: Robert D. Lynd  
 Address: 1 E. Pratt Street, 8C  
 City, St., Zip: Baltimore, MD 21202

On this 3rd day of April, 2002, before me, Elizabeth H. Dawson, the undersigned Notary Public, personally appeared Robert D. Lynd (name of client), and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witnessed my hand and official seal.

Notary Public: (seal) Elizabeth H. Dawson

My commission expires: 6/1/02

First National Cash Refund, Inc.  
 1620 E. Broad Street  
 Columbus, Ohio 43203  
 Office: (614) 258-0384  
 Toll-free: (800) 484-8222, PIN #9017  
 Mobile: (614) 207-9696  
 Fax: (614) 258-3908  
 findcash@aol.com

DEPOSITION  
EXHIBIT2-Woodford  
11-7-03

PLAINTIFF'S  
EXHIBIT

G

*John G. Neal*  
*Attorney at Law*  
*3966 G Brown Park Drive*  
*Hilliard, Ohio 43026*  
*(614) 921-9535*  
*fax (614) 921-0061*  
*April 25, 2002*

Mr. Robert D. Lynd  
Asst. General Counsel  
Verizon  
1 East Pratt Street, Floor 8E  
Baltimore, Maryland 21202

Re: Recovery of \$1,062,295.25

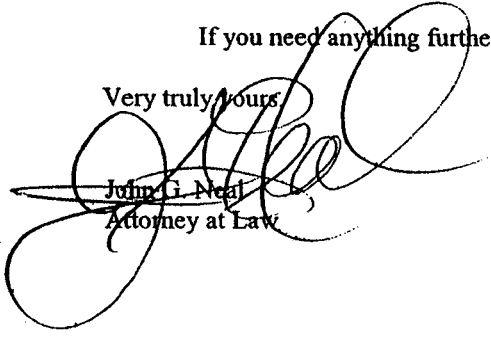
Dear Mr. Lynd:

You will find enclosed copies of two (2) duplicate checks reissued on behalf of Verizon totaling \$1,062,295.25.

In accordance with your contract provisions, you will find enclosed a check in the amount of \$956,065.73 which represents 90% of the recovery.

If you need anything further, please do not hesitate to call.

Very truly yours,

  
John G. Neal  
Attorney at Law

Cc: Client

DEPOSITION  
EXHIBIT

10-Woodford

11-7-03

PENGAD 800-631-6989


1039

JOHN G. NEAL ATTORNEY AT LAW, IOLTA  
3966 F BROWN PARK DRIVE  
HILLIARD, OH 43026

PAY TO THE ORDER OF Verizon

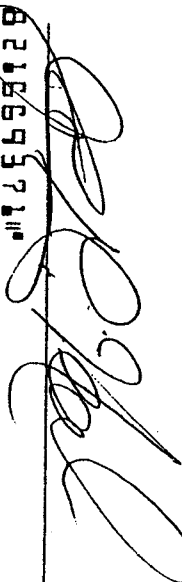
DATE 4/25/02  $\frac{13-1}{420} 714$

Nine-hundred and fifty-six thousand, sixty-five and 73/100 \$956,065.73 DOLLARS

 **FIRST STAR** Bank, N.A.  
www.firststar.com  
Bank Without Boundaries

FOR Recovery

⑈001039⑈ ⑈042000013⑈



⑈21669371⑈

## STATE OF FLORIDA

OFFICE OF COMPTROLLER

## REMITTANCE ADVICE

4-02 848 778

THIS IS NOT A PAYMENT DEVI

FLAIR ACCOUNT CODE

55-102540001-55100100-00-08877796

OLO

550000

SITE

07

DOCUMENT NUMBER

D2000279436

OBJECT

5620

DATE

11/19/01

PAYMENT I

082790

PAYMENT AMOUNT

\$ 482,356.85

DO NOT CASH

AGENCY DOCUMENT NO

VA70162



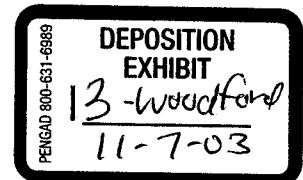
VERIZON

10402 N 56TH ST

TEMPLE TERRACE FL 33617

PLEASE DIRECT QUESTIONS TO: (813) 975-6209, DEPARTMENT OF TRANSPORTATION - DISTRICT SEVEN  
 VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

THIS DUPLICATE WARRANT REPLACES THE ORIGINAL WARRANT THAT WAS REPORTED LOST OR  
 DESTROYED AND UPON WHICH A STOP PAYMENT HAS BEEN ISSUED.



APR 22 2002

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

FLAIR ACCOUNT CODE

55-102540001-55100100-00-08877796

SWDN

D2000279436

ADN

VA70162

OBJECT

5620

DATE

11/19/01

WARRANT NO

0827904

83-89

630

OLO 550000

SITE 07

CONTACT (813) 975-6209 FOR PAYMENT QUESTIONS

STATE OF FLORIDA

OFFICE OF COMPTROLLER

4-02 848 778

VOID AFTER 12 MONTHS

PAY

FOUR-HUNDRED-EIGHTY-TWO-THOUSAND-THREE-HUNDRED-FIFTY-SIX &amp; 85/100 DOLLARS

AMOUNT

\$\$\$482,356.85

DUPLICATE 04/15/02

TO THE  
ORDER  
OF:

VERIZON

10402 N 56TH ST

TEMPLE TERRACE FL 33617

VENDOR ID NUMBER

EXPENSE WARRANT

TO: TREASURER OF FLORIDA  
TALLAHASSEE

COMPTROLLER OF FLORIDA

**STATE OF FLORIDA**

OFFICE OF COMPTROLLER

## REMITTANCE ADVICE

4-02 848 779

THIS IS NOT A PAYMENT DEV:

FLAIR ACCOUNT CODE

55-102540001-55100100-00-08877797

OLO

550000

SITE

07

DOCUMENT NUMBER

D2000279437

OBJECT

5620

DATE

11/19/01

PAYMENT

082790

PAYMENT AMOUNT

\$ 579,938.40

DO NOT CASH

AGENCY DOCUMENT NO

VA70163



VERIZON

10402 N 56TH ST

TEMPLE TERRACE FL 33617

PLEASE DIRECT QUESTIONS TO: (813) 975-6209, DEPARTMENT OF TRANSPORTATION - DISTRICT SEVEN  
 VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

THIS DUPLICATE WARRANT REPLACES THE ORIGINAL WARRANT THAT WAS REPORTED LOST OR  
 DESTROYED AND UPON WHICH A STOP PAYMENT HAS BEEN ISSUED.

APR 22 2002

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

FLAIR ACCOUNT CODE

55-102540001-55100100-00-08877797

SWDN

D2000279437

ADN

VA70163

OBJECT

5620

DATE

11/19/01

WARRANT NO

0827905

63-69

630

OLO 550000

SITE 07

CONTACT (813) 975-6209 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

**STATE OF FLORIDA**

OFFICE OF COMPTROLLER

4-02 848 779

PAY

AMOUNT

FIVE-HUNDRED-SEVENTY-NINE-THOUSAND-NINE-HUNDRED-THIRTY-EIGHT &amp; 40/100 DOLLARS

\$\*\*\*579,938.40

DUPLICATE 04/15/02

TO THE  
ORDER  
OF:

VERIZON

10402 N 56TH ST

TEMPLE TERRACE FL 33617

VENDOR ID NUMBER

EXPENSE WARRANT

TO: TREASURER OF FLORIDA  
TALLAHASSEE

COMPTROLLER OF FLORIDA

240827905100

00630006961

L 200

Robert D. Lynd  
Assistant General Counsel

**verizon**

1 East Pratt Street, Floor 8E  
Baltimore, MD 21202

Phone 410 393-7477  
Fax 410 393-7547  
robert.d.lynd@verizon.com

May 6, 2002

Via Facsimile and Overnight Delivery

John G. Neal, Esq.  
3966 G Brown Park Drive  
Hilliard, Ohio 43026

Re: 1<sup>st</sup> National Cash Refund Inc.

Dear Mr. Neal:

As previously discussed, I am enclosing copies of documents which establish that Verizon was in the process of recovering funds in the amount of \$1,062,295.25 from the State of Florida. These funds were due Verizon in connection with utility relocation work. You will note that we have enclosed copies of the two checks that the State had issued to us. We had not cashed these checks pending resolution of our claim for additional reimbursement.

In accordance with paragraph 7 of the contract between your client, 1<sup>st</sup> National, and Verizon, the contract is null and void and your client is not entitled to the 10% fee. Please have your client issue a check to Verizon in the amount of \$106,229.52 and forward to me as soon as possible.

We have advised the clients to deposit your check dated April 25, 2002 in the amount of \$956,065.73.

Please call me if you have any questions. Thank you for your anticipated cooperation.

Very truly yours,

  
Robert D. Lynd

RDL/mlw

Enclosures

bc: William Balcerski, Esq.

**VZF-0009**



## Florida Department of Transportation

JEB BUSH  
GOVERNOR

11201 N. McKinley Drive  
Tampa, Florida 33612-6456

THOMAS F. BARRY, JR.  
SECRETARY

March 20, 2002

Ms. Veronica McClendon  
Verizon Florida, Inc.  
10402 North 56th Street  
Temple Terrace, FL 33617

RE: Reimbursable Issues

Dear Ms. McClendon:

The Department has reviewed your invoice presented during the March 11, 2002 meeting and am providing you with the comments and recommendation that hopefully will assist you in resolving your reimbursable issues.

PROJECT	AGREEMENT	INVOICED	PAID	BALANCE	CONTRACT #
258462	\$482,356.85	\$710,741.74	\$482,356.85	\$228,384.89	AD115
258459	\$579,938.40	\$1,699,904.92	\$579,938.40	\$1,119,966.52	AE408
258461	\$101,292.82	\$90,181.74	\$0.00	\$90,181.74	AD322
258463	\$229,274.26	\$48,706.23	\$0.00	\$48,706.23	AD347

Line items one and two in the above reflect that you have invoiced and have been paid the original agreement amounts. Work that is in excess of the agreement amount violates Sections 334.044(2) and 337.403, Florida Statute; Rule 14-46-001, Florida Administrative Code, FHPM 6-6-3-1; section 287.055 also 23 CFR part 72 and fails to comply with 710-010-130-d, Utility invoice procedures as well as conditions of signed relocation agreement as established in 710-010-050-b, Utility relocation agreements.

The Department cannot process your request for payment that are in excess of the contracted amount. Request for payment for work performed in excess of the agreement must be negotiated and executed by a settlement agreement. To consider your request for a settlement agreement the Department will require the following information: A letter of explanation detailing the circumstance and facts that cause the procedure/Statute violation; revised estimate showing current cost of work and a copy of as-built plans. Upon completion of negotiation you will be required to submit voice and supporting documentation as set forth in 710-010-130-d, utility invoice procedures.



Ms. Veronica McClendon  
Page Two  
March 20, 2002

Line items three and four are within the agreement amount and are eligible for payment by the Department, however, your submittals are incomplete and are being returned for the following information; three copies of invoice marked final on Verizon letterhead, copies of as-built plans and notice to proceed documentation.

You may contact me at (813) 975-6287, if you need additional assistance with your invoices.

Sincerely,

A handwritten signature in black ink, appearing to read "Simmon Reed", with a large, stylized "R" and "S" at the beginning.

Simmon Reed  
Utility Construction Coordinator

SR/JR

cc: D. Dwayne Kile, P.E., District Design Engineer  
Jim Moulton, Jr., P.E., District Construction Services  
Project File

**VZF-0011**



01 NOV 13 PM 1:36



10402 N. 56th Street, FLTP1887  
Temple Terrace, FL 33617  
Phone 813.989.7942

# INVOICE

**BILL TO:** Florida Department of Transportation  
Sunny DeCoster, District Utility Engineer  
District Seven  
11201 N. McKinley Dr.  
Tampa, FL 33612

**WPI:** 7148197  
**SPN:** 10190-3409  
**County:** Hillsborough  
Segment 1, I-4 From 50 th Street to I-275

ESTIMATE SUMMARY	
Items	Total
Preliminary Engineering	\$ 266,645
Construction Engineering	\$ 181,837
Construction Labor	\$ 14,935
Materials & Supplies	\$ 380,448
Contract Construction	\$ 682,647
<b>GROSS RELOCATION COSTS:</b>	<b>\$ 1,526,512</b>
<b>CREDITS</b>	
* Expired Service Life	(-) \$ 14,920
* Nonreimbursable	(-) \$ 11,426
<b>TOTAL CREDITS</b>	<b>(-) \$ 26,346</b>
<b>TOTAL REIMBURSABLE COSTS:</b>	<b>\$ 1,500,166.00</b>
<i>paying</i>	<i>579,938.40</i> <i>per agmt</i>

SUBMITTED FOR THE AGENCY BY: R. Bate DATE 11/3/01

**VZF-0013**

# STATE OF FLORIDA

## OFFICE OF COMPTROLLER

### REMITTANCE ADVICE

4-01 726 32

THIS IS NOT A PAYMENT DEV

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT
55-102540001-55100100-00-08877796	550000	07	D2000279436	5620	11/19/01	08279

PAYMENT AMOUNT  
\$ 482,356.85

DO NOT CASH

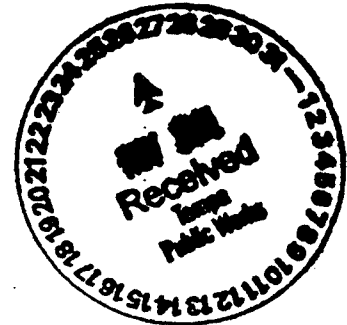
AGENCY DOCUMENT NO  
VA70162

VERIZON  
10402 N 56TH ST  
TEMPLE TERRACE FL 33617

PLEASE DIRECT QUESTIONS TO: (813) 975-6209, DEPARTMENT OF TRANSPORTATION - DISTRICT SEVEN

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
1	\$ 482,356.85



DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

FLAIR ACCOUNT CODE 55-102540001-55100100-00-08877796 SWDN D2000279436 ADN VA70162 OBJECT 5620 DATE 11/19/01 WARRANT NO 63-89 0827904 630  
OLO 550000 SITE 07 CONTACT (813) 975-6209 FOR PAYMENT QUESTIONS VOID AFTER 12 MONTHS

# STATE OF FLORIDA

## OFFICE OF COMPTROLLER

4-01 726 32

PAY

AMOUNT

FOUR-HUNDRED-EIGHTY-TWO-THOUSAND-THREE-HUNDRED-FIFTY-SIX & 85/100 DOLLARS

\$\*\*\*482,356.85

TO THE  
ORDER  
OF:

VENDOR ID NUMBER

EXPENSE WARRANT

TO: TREASURER OF FLORIDA  
TALLAHASSEE

VERIZON  
10402 N 56TH ST  
TEMPLE TERRACE FL 33617

*Robert L. Williams*  
COMPTROLLER OF FLORIDA

COMPTROLLER OF FLORIDA

VZF-0014

24082790403 063000694

24082790403


10402 N. 56th Street, FLTP1887  
Temple Terrace, FL 33617

Phone 813.989.7942

**INVOICE**

**BILL TO:** Florida Department of Transportation  
Sunny DeCoster, District Utility Engineer  
District Seven  
11201 N. McKinley Dr.  
Tampa, FL 33612

*PAID WITH WARRANT*

**WPI:** 7143200  
**SPN:** 10190-3431,  
**FAP No:** DPI-0043(1)  
**County:** Hillsborough  
Segment 4, I-4 From From Branch Forbes Rd. to SR 39

**ESTIMATE SUMMARY**

Items	Total
Preliminary Engineering	\$ 36,837
Construction Engineering	\$ 56,824
Construction Labor	\$ 8,757
Materials & Supplies	\$ 195,700
Contract Construction	\$ 332,443
<b>GROSS RELOCATION COSTS:</b>	\$ 630,561
<b>CREDITS</b>	
* Expired Service Life	(-) \$ 2,408
<b>TOTAL CREDITS</b>	(-) \$ 2,408
<b>TOTAL REIMBURSABLE COSTS:</b>	\$ <del>628,153.00</del> 492,356.95

*Paying Per Agreement*

SUBMITTED FOR THE AGENCY BY:

*R. Barr*

DATE

*10/31/01*

**VZF-0015**

# STATE OF FLORIDA

## OFFICE OF COMPTROLLER

### REMITTANCE ADVICE

4-01 726 330

THIS IS NOT A PAYMENT DEVICE

FLAIR ACCOUNT CODE

55-102540001-55100100-00-08877797

OLO

550000

SITE

07

DOCUMENT NUMBER

D2000279437

OBJECT

5620

DATE

11/19/01

PAYMENT NO

0827905

PAYMENT AMOUNT

\$ 579,938.40

DO NOT CASH

AGENCY DOCUMENT NO

VA70163



VERIZON  
10402 N 56TH ST  
TEMPLE TERRACE FL 33617

PLEASE DIRECT QUESTIONS TO: (813) 975-6209, DEPARTMENT OF TRANSPORTATION - DISTRICT SEVEN

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE  
NUMBER

AMOUNT

1 FINAL \$ 579,938.40



DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

FLAIR ACCOUNT CODE

55-102540001-55100100-00-08877797

SWDN

D2000279437

ADN

VA70163

OBJECT

5620

DATE

11/19/01

WARRANT NO

0827905

63-89

630

OLO 550000 SITE 07

CONTACT (813) 975-6209 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

# STATE OF FLORIDA

## OFFICE OF COMPTROLLER

4-01 726 330

AMOUNT

\$\$\$579,938.40

PAY

FIVE-HUNDRED-SEVENTY-NINE-THOUSAND-NINE-HUNDRED-THIRTY-EIGHT &amp; 40/100 DOLLARS

TO THE  
ORDER  
OF:

VERIZON  
10402 N 56TH ST  
TEMPLE TERRACE FL 33617

VENDOR ID NUMBER

EXPENSE WARRANT

TO: TREASURER OF FLORIDA  
TALLAHASSEE

COMPTROLLER OF FLORIDA

VZF-0016

11 2408 2790 50 211 10630006941

11 4 211

NOV 13 PM 1:35



10402 N. 56th Street, FLTP1887  
Temple Terrace, FL 33617

Phone 813.989.7942

# INVOICE

**BILL TO:** Florida Department of Transportation  
Sunny DeCoster, District Utility Engineer  
District Seven  
11201 N. McKinley Dr.  
Tampa, FL 33612

**WPI:** 7148197  
**SPN:** 10190-3409  
**County:** Hillsborough  
Segment 1, I-4 From 50 th Street to I-275

ESTIMATE SUMMARY	
Items	Total
Preliminary Engineering	\$ 266,645
Construction Engineering	\$ 181,837
Construction Labor	\$ 14,935
Materials & Supplies	\$ 380,448
Contract Construction	\$ 682,647
<b>GROSS RELOCATION COSTS:</b>	<b>\$ 1,526,512</b>
<b>CREDITS</b>	
* Expired Service Life	(-) \$ 14,920
* Nonreimbursable	(-) \$ 11,426
<b>TOTAL CREDITS</b>	<b>(-) \$ 26,346</b>
<b>TOTAL REIMBURSABLE COSTS:</b>	<b>\$ 1,500,166.00</b>
<i>paying</i>	<i>579,938.40</i> <i>per agmt</i>

SUBMITTED FOR THE AGENCY BY:

*R. Bate*

DATE

*10/31/01*

**VZF-0017**